

# State of Vermont

Buildings and General Services  
Office of Purchasing & Contracting  
10 Baldwin St  
Montpelier VT 05633-7501  
USA

## CONTRACT



**Vendor ID 0000014736**  
**Newport Sand & Gravel Co, Inc**  
**dba Carroll Concrete**  
**8 Reeds Mill Rd PO Box 1000**  
**Newport NH 037731000**  
**USA**

<b>Contract ID</b> 0000000000000000000023510		<b>Page</b> 1 of 3
<b>Contract Dates</b> 11/01/2012 to 12/31/2015		<b>Origin</b> CPS
<b>Description:</b> CPS- TRANSIT MIX CONCRETE		<b>Contract Maximum</b> \$999,999.00
<b>Buyer Name</b> Berini, Brian Jon	<b>Buyer Phone</b> 802/828-2217	<b>Contract Status</b> Approved

**Phone #:**

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1	5257	TRANSIT MIX CONCRETE, Class HPC AA, Class HPC A, Class HPC B, Class AA, Class A, Class B, Class C, and Flowable Fill concrete, AS PER VT AGENCY OF TRANSPORTATION STANDARD SPECIFICATIONS FOR CONSTRUCTION SECTION 501 - STRUCTURAL CONCRETE.			0.00	0.00

LOCATIONS OF PLANTS: BERLIN, BRADFORD, BRATTLEBORO, COVENTRY, SWANTON, GUILDHALL, JOHNSON, RANDOLPH, ST. JOHNSBURY (VERMONT) AND CHARLESTOWN AND W. LEBANON (NEW HAMPSHIRE).

**COST/CY AT PLANT:**

HPC AA \$ 148.00  
HPC A \$ 146.00  
HPC B \$ 144.00  
VT AA \$ 126.00  
VT A \$ 124.00  
VT B \$ 122.00  
VT C \$ 120.00  
FLOW FILL \$ 81.00

HRWR: \$7.25/CY  
NON-CHLORIDE: \$6.25/CY @ 1%  
ACCELERATOR: \$12.50/CY @ 2%

COST/MILE OF HAUL \$ 0.00/MI (PLANT TO JOB)  
COST/HR WAIT TIME IN EXCESS OF ONE HOUR \$90.00/HR  
COST/CY HEATED AGGREGATE & WATER \$ 6.50/CY  
COST/CY RETARDER \$2.50/CY  
COST/BAG HIGHER CEMENT CONTENT \$ 4.50/BAG

FUEL SURCHARGE PER LOAD: \$12.50

MINIMUM LOAD CHARGE FOR LESS THAN 5 CY  
2 CUBIC YARD OR LESS + \$ 150.00  
2.5 TO 4 CUBIC YARD + \$ 100.00

PUMP RENTAL/HR: \$237.50  
PUMP RENTAL/DAY: \$1,900.00

CONTRACTOR TO FURNISH TRANSIT MIX CONCRETE AS REQUIRED IN CONFORMANCE WITH THIS CONTRACT. AGENCY SHOULD ALLOW AT LEAST 24 HOURS NOTICE OF THE REQUIRED DELIVERY.

THE CLASSES OF CONCRETE FURNISHED UNDER THIS CONTRACT MUST MEET VT AGENCY OF TRANSPORTATION STANDARD SPECIFICATIONS FOR CONSTRUCTION 2011, SECTION 501 - "STRUCTURAL CONCRETE"  
CONTRACTORS WILL BE SUBJECT TO PLANT INSPECTIONS AS THE TRANSPORTATION AGENCY DESIRES.

POC INFORMATION:  
BEN BARTLETT  
TELEPHONE: 603-863-8219

### CONTRACT TERMS AND ADDITIONAL INFORMATION

THIS CONTRACT IS ISSUED IN ACCORDANCE WITH THE STATE OF VERMONT RFP FOR STATEWIDE TRANSIT MIX CONCRETE ISSUED 10/9/2012 AND VENDOR'S RESPONSE DATED 10/19/2012.

CONTRACT TERM: THIS CONTRACT IS WRITTEN FOR A PERIOD OF ONE YEAR, NOVEMBER 1, 2012 THROUGH OCTOBER 31, 2013

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<b>Buyer Name</b> Berini,Brian Jon	<b>Buyer Phone</b> 802/828-2217	<b>Contract Status</b> Approved

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WITH OPTIONS TO EXTEND FOR TWO ADDITIONAL ONE-YEAR PERIODS AT MUTUALLY AGREEABLE PRICES, TERMS AND CONDITIONS.						

STATE OF VERMONT ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS DATED JULY 1, 2012 AND ATTACHMENT D: COMMODITY PURCHASES TERMS AND CONDITIONS DATED NOVEMBER 10, 2010 ARE ATTACHED AND INCORPORATED AS PART OF THIS ORDER.

QUANTITY: QUANTITIES ARE ESTIMATED ONLY BASED ON PRIOR USAGE AND MAY BE INCREASED OR DECREASED TO MEET ACTUAL REQUIREMENTS.

QUALITY: ALL PRODUCTS PROVIDED UNDER THESE AGREEMENTS WILL BE NEW AND UNUSED, UNLESS OTHERWISE STATED. FACTORY SECONDS OR REMANUFACTURED PRODUCTS WILL NOT BE ACCEPTED UNLESS SPECIFICALLY REQUESTED BY THE PURCHASING AGENCY. ALL PRODUCTS PROVIDED BY THE CONTRACTOR MUST MEET ALL FEDERAL, STATE AND LOCAL STANDARDS FOR QUALITY AND SAFETY REQUIREMENTS. PRODUCTS NOT MEETING THESE STANDARDS WILL BE DEEMED UNACCEPTABLE AND RETURNED TO THE CONTRACTOR FOR CREDIT AT NO CHARGE TO THE STATE.

VERMONT STATE COLLEGES: THIS CONTRACT IS ALSO AVAILABLE FOR USE BY THE UNIVERSITY OF VERMONT AND THE VERMONT STATE COLLEGES INC., A SEPARATE CORPORATION, HAVING UNDER ITS JURISDICTION CASTLETON STATE COLLEGE, JOHNSON STATE COLLEGE, LYNDON STATE COLLEGE, COMMUNITY COLLEGE OF VERMONT, AND THE VERMONT TECHNICAL COLLEGE.

TOWNS AND SCHOOLS OF THE STATE OF VERMONT: AT THE BIDDER'S ELECTION POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES OF THE STATE MAY PARTICIPATE IN STATE CONTRACTS AT THE SAME PRICES, TERMS AND CONDITIONS. ITEMS FURNISHED TO POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES WILL BE BILLED DIRECTLY TO AND PAID FOR BY THE POLITICAL SUBDIVISIONS OR INDEPENDENT COLLEGES AND NEITHER THE STATE NOR ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES PERSONALLY OR OFFICIALLY ASSUMES ANY RESPONSIBILITY FOR THESE PAYMENTS.

METHOD OF ORDERING: PURCHASE ORDERS MUST BE USED TO ORDER ITEMS AVAILABLE UNDER THIS CONTRACT. IF VERBAL ORDERS ARE GIVEN A CONFIRMING PURCHASE ORDER MUST BE ISSUED.

CANCELLATION: THE STATE SPECIFICALLY RESERVES THE RIGHT TO CANCEL THE CONTRACT OR ANY PORTION THEREOF PROVIDING, IN THE OPINION OF ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES, THE SERVICES OR MATERIALS SUPPLIED BY THE CONTRACTOR ARE NOT SATISFACTORY OR CONSISTENT WITH THE TERMS OF THE CONTRACT.

DELIVERY: ALL PRICING INCLUDES F.O.B. DELIVERY TO THE ORDERING FACILITY. NO REQUEST FOR EXTRA DELIVERY COST WILL BE HONORED. LIABILITY FOR PRODUCT DELIVERY REMAINS WITH THE CONTRACTOR UNTIL PROPERLY DELIVERED AND SIGNED FOR IN ACCORDANCE WITH THE DIVISION OF PURCHASING AND CONTRACT ADMINISTRATIONS TERMS AND CONDITIONS. SHIPMENTS SHALL BE SECURELY AND PROPERLY PACKED, ACCORDING TO ACCEPTED COMMERCIAL PRACTICE. DELIVERIES, WHICH DO NOT CONFORM TO THE SPECIFICATIONS OR ARE NOT IN GOOD CONDITION UPON RECEIPT, SHALL BE REPLACED PROMPTLY BY THE CONTRACTOR.

INVOICING: ALL INVOICES ARE TO BE RENDERED BY THE CONTRACTOR IN DUPLICATE ON THE VENDOR'S STANDARD BILLHEAD AND FORWARDED DIRECTLY TO THE INSTITUTION OR AGENCY ORDERING MATERIALS OR SERVICES.

DEFAULT: IN CASE OF DEFAULT OF THE CONTRACTOR, THE STATE MAY PROCURE THE MATERIALS OR SUPPLIES FROM OTHER SOURCES AND HOLD THE CONTRACTOR RESPONSIBLE FOR ANY EXCESS COST OCCASIONED THEREBY, PROVIDED, THAT IF PUBLIC NECESSITY REQUIRES THE USE OF MATERIALS OR SUPPLIES NOT CONFORMING TO THE SPECIFICATIONS THEY MAY BE ACCEPTED AND PAYMENT THEREFORE SHALL BE MADE AT A PROPER REDUCTION IN PRICE.

AGENCIES & DEPARTMENTS ARE REQUESTED TO ADVISE THE PURCHASING AGENT AT ONCE OF THE FAILURE ON THE PART OF THE CONTRACTOR TO FULFILL ANY OF THE TERMS OR CONDITIONS OF THIS CONTRACT.

PLEASE REFER TO THE ASSIGNED CONTRACT NUMBER/PURCHASE ORDER # ON ALL CORRESPONDENCE, DELIVERY DOCUMENTS AND INVOICES.

THE VISA PURCHASING CARD MAY BE USED AS A FORM OF PAYMENT UNDER THIS CONTRACT.

TAXES DUE TO THE STATE. CONTRACTOR FURTHER CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THAT, AS OF THE DATE THIS CONTRACT AMENDMENT IS SIGNED, THE CONTRACTOR IS IN GOOD STANDING WITH RESPECT TO, OR IN FULL COMPLIANCE WITH A PLAN TO PAY, ANY AND ALL TAXES DUE THE STATE OF VERMONT.

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SALES POC INFORMATION:  
BEN BARTLETT  
603-863-8219

AMENDMENT#1 (OCTOBER 2013). CONTRACT EXTENDED TO 12/31/2014 WITH A \$3.00 INCREASE PER CUBIC YARD AND A \$12.50 FUEL SURCHARGE ADDED PER LOAD . ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

STATE OF VERMONT ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS DATED NOVEMBER 7, 2012 AND ATTACHMENT D: COMMODITY PURCHASES TERMS AND CONDITIONS DATED NOVEMBER 10, 2010 ARE ATTACHED AND INCORPORATED AS PART OF THIS ORDER.

CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THAT AS OF THE DATE THIS AMENDMENT IS SIGNED, CONTRACT IS IN GOOD STANDING TO OR IN FULL COMPLIANCE WITH A PLAN TO PAY ANY AND ALL TAXES DUE THE STATE OF VERMONT.

IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT:

BRIAN BERINI  
SENIOR PURCHASING AGENT  
PHONE: 802-828-2217  
FAX: 802-828-2222  
brian.berini@state.vt.us

CHANGE #2 - 12/23/2014 - THIS CHANGE ORDER IS ISSUED TO EXERCISE RENEWAL OPTION YEAR TWO THEREBY EXTENDING THE PERIOD OF PERFORMANCE UNDER THIS AGREEMENT FOR A ONE YEAR TERM TO DECEMBER 31, 2015 WITH AN INCREASE OF \$5.00 PER CUBIC YARD.

ATTACHMENT C: ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS FOR CONTRACTS AND GRANTS DATED 09/02/14 SEE ATTACHED, WHICH SUPERSEDES ALL PRIOR VERSIONS OF ATTACHMENT C.

CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OR PERJURY THAT AS OF THE DATE THIS CONTRACT AMENDMENT IS SIGNED CONTRACTOR IS IN GOOD STANDING WITH RESPECT TO OR IN FULL COMPLIANCE WITH A PLAN TO PAY ANY AND ALL TAXES DUE THE STATE OF VERMONT.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

### WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

**By the STATE of VERMONT**

**By the CONTRACTOR**

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Email: \_\_\_\_\_

Email: \_\_\_\_\_